

MEDICAL CONSULTATION AGREEMENT

This Medical Consultation Agreement (the "Agreement") has been entered into this _____ day of _____ 2020 (the "Effective Date") by and between Indiana University Health Arnett, Inc., ("Arnett") and the Tippecanoe County Board of Commissioners ("Board") (collectively the "Parties").

WHEREAS, the Board owns and operates the Cary Home for Children ("Cary Home") located at 1530 South 18th Street, Lafayette, Indiana, for the purpose of providing residential care, supervision and treatment of at risk juveniles in cooperation with Tippecanoe County Division of Family and Children, Tippecanoe County Courts, Tippecanoe County Juvenile Probation Department and other interested parties; and

WHEREAS, the Board has determined a need for the Cary Home staff to have medical consultation services available to ensure the appropriate medical care of the juveniles at Cary Home; and

WHEREAS, Arnett employs physicians who are licensed to practice medicine in the state of Indiana and are appropriately qualified to provide medical consultation services (the "Services") (which are hereinafter defined) to Cary Home;

WHEREAS, Arnett recognizes the intrinsic benefit of the Cary Home to the community and the juveniles it serves and has historically supported Cary Home's charitable purpose by providing medical consultation services to Cary Home; and

WHEREAS, Arnett desires to continue supporting charitable activities in the community by continuing to provide the Services to Cary Home.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Arnett and the Board agree as follows:

1. **Appointment.** Arnett desires to provide the Services to the Board as described herein through Arnett-employed physician, Michael Beardmore, M.D., or such other individual designated by Arnett during the Term of this Agreement ("Physician").

2. **Responsibilities of Arnett and Physician.** Throughout the term of this Agreement, Arnett will exert, and will cause Physician to exert, its and his best efforts in providing the following Services to Cary Home:

a) Physician will attend Cary Home's monthly meetings, as reasonably requested and upon reasonable advance notice, to discuss and coordinate medical care of the juveniles at Cary Home.

b) Physician will review the medical aspects of Cary Home's programs as reasonably requested by Cary Home.

c) In time-sensitive situations and upon reasonable request from Cary Home staff, Arnett through its Physician may provide medical services to juveniles who reside at Cary Home.

3. **Responsibilities of Board.** Throughout the term of this Agreement, the Board will exert, and will cause Cary Home to exert, its best efforts to ensure that Cary Home performs the following:

a) Provide the Physician with advance notice of all monthly meetings that Physician is reasonably expected to attend.

b) Promptly provide necessary billing information, including third-party payor identification, for Cary Home juveniles who receive medical services from Arnett through its Physician.

c) Ensure that any and all necessary records and reports are available to Arnett and Physician, as reasonably necessary, for Physician to provide Services under this Agreement.

4. **Term and Termination.**

a) **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter. This Agreement shall automatically renew for additional one (1) year terms, unless terminated earlier as provided in this Agreement.

b) **Termination.** Either party may terminate this Agreement at any time with or without cause upon thirty (30) days' written notice to the other party.

i) Notwithstanding the foregoing, the Term of this Agreement will automatically end upon Physician no longer being available to provide the Services; provided, however, this Agreement will not terminate if Arnett provides another physician to provide the Services described herein.

ii) Notwithstanding the foregoing, this Agreement shall terminate no later than December 31, 2023.

iii) If this Agreement is terminated for any reason within one (1) year of the Original Commencement Date then, prior to the first anniversary of the Original Commencement Date, Arnett and the Board will not enter into any agreement with each other for the same or similar Services at Center.

5. **Compensation.**

a) **For the Services.** The Board shall pay Arnett \$100.00 per calendar month ("Fee"), payable each month throughout the term of this Agreement, for the Services rendered by Physician to Cary Home. Physician shall be required to spend no more than four (4) hours per month on the Services.

b) For Direct Resident Care. In addition to the Fee, Arnett shall charge reasonable and customary rates for medical services provided by the Physician to Cary Home juveniles pursuant to this Agreement.

6. **Outside Activities.** Subject to the terms and conditions of this Agreement, the Physician may devote professional time to the practice of medicine and other professional activities for Arnett.

7. **Clinical Services.** Arnett shall separately bill for and collect fees related to any clinical services provided by Physician pursuant to this Agreement. Physician will document the provision of clinical services in patient medical records in a manner consistent with best practices within the industry in order to enable clinical services to be billed accurately to patients and third-party payers. Arnett will submit claims to patients and third-party payers in a timely manner. Arnett, the Board, and Cary Home each agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

8. **Professional Judgment.** Neither the Board nor Arnett intend to, nor will they interfere with, control, or affect the Physician's exercise of independent clinical and professional judgment in the practice of medicine.

9. **Status of the Parties.** None of the provisions of the Agreement are intended to create, nor shall be deemed or construed to create any joint venture, partnership, or any other relationship, between the Parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties nor any of the respective employees or agents shall be construed to be the agent, employee, or representative of the other.

10. **Insurance.**

10.1. Arnett provides professional liability insurance to Physician for services Physician provides pursuant to his employment relationship with Arnett.

10.2 Each Party shall maintain at all applicable times, at its own expense: (i) comprehensive general liability insurance in amounts equal to at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual in the aggregate and (ii) workers' compensation insurance in accordance with the laws of the State of Indiana, and employer's liability in the amount of one million dollars (\$1,000,000). The Parties will provide each other with copies of their Certificates of Insurance upon request.

11. **Indemnification.** Each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this

Agreement. The Parties shall reasonably cooperate with each other in the defense of such claim proceeding or suit.

12. **Record Retention.** Arnett will retain all books and records relating to this Agreement for a period of four (4) years after the termination of this Agreement and will, when requested, provide Medicare and other federal authorities with access to those books and records.

13. **Entire Agreement.** Except as otherwise provided herein, this Agreement is the entire agreement between the parties with respect to the subject matter of the Agreement, and there are no other provisions, terms, conditions, or agreements with respect to that subject matter.

14. **Governing Law.** This Agreement and all questions arising under this Agreement shall be determined and enforced in accordance with the laws of the State of Indiana, except for any conflict of laws provisions of Indiana law that would result in the application of the substantive laws of another jurisdiction. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED, WITHOUT THE BENEFIT OF A JURY, THE RIGHT TO WHICH, IF ANY, IS HEREBY EXPLICITLY WAIVED BY THE PARTIES, ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN TIPPECANOE MARION COUNTY, STATE OF INDIANA; AND THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MARION COUNTY, INDIANA, IN CONNECTION WITH ANY LEGAL ACTION RELATING TO THIS AGREEMENT.**

15. **Amendment.** In order to be valid, an amendment or change to this Agreement must be in writing and signed by both parties.

16. **Invalidity of Particular Provisions.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement and this Agreement will be construed as if the invalid or unenforceable provision were omitted, except to the extent, if any, that such invalidity or unenforceability may deny a party material benefits reasonably anticipated by that party as an inducement to enter into or renew this Agreement.

17. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. **Nondiscrimination.** In carrying out the terms of this Agreement, neither party shall discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, genetic history, marital status, age, disability, or veteran status.

19. **Regulatory.** Arnett and the Board shall comply with all applicable federal and state laws and regulations, including without limitation, (i) the federal Anti-kickback Statute (42 U.S.C. Section 1320a-7(b)) and the related safe harbor regulations and (ii) the Stark Law (42 U.S.C. Section 1395nn) and its limitations on physician referrals. Nothing in this Agreement is

intended to contain or consist of any consideration or remuneration provided in exchange for the recommendation, arrangement, or referral of patients or services to Arnett.

20. **Assignment**

This Agreement shall not be assigned without the advanced written consent of the other party.

21. **Notice.** All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if delivered on the party to whom notice is to be given (including via overnight delivery), or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

If to the Board, to:

Cary Home for Children
1530 South 181h Street
Lafayette, Indiana 47904

If to Arnett, to:

President
Indiana University Health Arnett, Inc.
2550 Greenbush Street
Lafayette, IN 47904

With a copy to:

Sr. Vice President and General Counsel
Indiana University Health, Inc.
340 West 10th Street, Suite 6100
Indianapolis, IN 46202

No provision of this Agreement, including this Section, will be deemed to constitute consent to the manner and address for service of process in connection with any legal proceeding (including such arising out of or in connection with this Agreement), which service will be effected as required by applicable law.

[SIGNATURES ON FOLLOWING PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THEREFORE, the Arnett and the Board have executed this Agreement as of the Effective Date.

Tippecanoe County Board of Commissioners

By: _____

Name: _____

Title: _____

INDIANA UNIVERSITY HEALTH ARNETT, INC.

By: _____

Name: James Bien, M.D. _____

Title: Chief Medical Officer _____